

Honorable Robert D. Drain

Docket # 05-44481 (RDD) *Master Disposition Agreement Article 9.5.11*  
U.S. Bankruptcy Judge – Southern District of N.Y. *Severance Termination*  
One Bowling Green  
New York, NY 10004-1408

Delphi entered into a legal agreement with this writer, relative to my employment status and severance pay. I have a signed "release of claims" contract that I expect to be fulfilled. Severance payment was to be provided in exchange for my continued services until released and my requirement to waive of certain rights/claims as specified in the "release of claims" contract. Here are my points of objection:

- 1) Severance payment entitlement is by contract (Separation Agreement).
- 2) Employees waived certain rights (Release of Claims) to receive severance. (I provided an item of value to Delphi in exchange for severance payment.)
- 3) The referenced contract was entered into during bankruptcy (November, 2008).
- 4) Severance payments are a contract liability (not a Delphi benefit).
- 5) I have a valid / binding / legal contract and I expect it to be honored.

In conclusion, I have a signed contract. I have fulfilled my conditions of that contract. I provided my services to wind down the Athens Site, as requested. I signed a release of claims form to waive certain rights. Now **Delphi must fulfill their obligation** and pay the severance monies, as they agreed in this contract.

I have also attached a copy of my Separation Allowance Plan Release of Claims.

Sincerely,



6/23/09

Stephen L. Downs  
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